

Exhibit A – Scope of Work

Overview

Yakama Nation Fisheries (Owner) is conducting an in-stream salmon habitat restoration project along the Entiat River known as the Entiat River RM 2.6-3.5 Habitat Enhancement Project.

The project sites are located from river mile 2.6 upstream to river mile 3.5.

All work on this project will be directed by the Yakama Nation's Designated Representatives, Matt Wilberding, or by staff of Interfluve. All project specifications including technical specifications, engineered plan sheets, material standards, and quantities are contained within the attached **Exhibit D, Project Plans**. No changes to the Project Plan will be allowed without prior approval from the Designated Representatives.

The attached **Exhibit B** provides the contract Line Item Budget which is referenced to the Work Tasks described on the Specifications. **Exhibit C** outlines the payment plan associated with this contract.

Designated Representative

The Owner's Designated Representatives for this project include Yakama Nation Habitat Biologist Matt Wilberding, as well as other Yakama Nation Habitat Biologists associated with the Yakama Nation Upper Columbia Habitat Restoration Project and construction oversight staff provided by the engineering firm who produced the project plans.

Location

The project will take place on the Lower Entiat River (River Miles 2.6-3.5) in North Central Washington. NE ¼ Section 14, Township 25N, Range 20E, Chelan County.

Project Tasks

All Project Tasks will be completed as per **Exhibit D**. Major project elements include but are not limited to the following:

- Mobilization of Materials from Staging Area to Individual Site Locations
- Sediment Control Plan and Implementation
- Turbidity Control Plan and Implementation
- Traffic Control
- Diversion/Dewatering and Fish Salvage of the Construction Site as Needed, or as Determined by the Designated Representative
- Temporary Cofferdams
- Excavation and Backfill
- Placement of Boulders in Channel
- Cable Boulders and Install Large Woody Material
- Hauling, Dumping, and Proper Disposal of Excavated Spoils
- Grade Topsoil at Disturbed Areas
- Site Cleanup and Project Closeout

Contractors Obligations

The Contractor shall furnish all supervision, labor, equipment and tools necessary to complete the project as described in **Exhibit D**.

The contractor shall provide a **330 or 336 Series excavator** (or its equivalent) with a long arm reach (typically 60ft reach or longer) and may need counter balance. Long arm excavator will be used to place 3.5' diameter boulders mid channel, while working from the bank.

The contractor must also supply steel plates (or other approved means) to be used (as necessary) in areas to reduce damage to underground irrigation from crossing with heavy equipment.

Equipment must also be fitted with non-toxic hydraulic fluids at no additional cost.

Final Cleanup:

The Contractor shall perform final cleanup to the Owner's satisfaction. The Owner will not establish the Physical Completion Date until this is done. The work areas and access routes, material sites, and all ground the Contractor occupied to do the Work shall be left neat and presentable. The Contractor shall:

1. Remove all rubbish, surplus materials, discarded materials, temporary structures, equipment, debris and other unsightly matter.
2. Contractor shall be solely responsible for acquiring and complying with any and all applicable permits, laws or regulations for disposal of materials off site.
3. Shaping the ends of cuts and fills to fit adjacent terrain and to enhance the area's appearance.
4. Obliterating abandoned roads and reshaping the areas to blend naturally with surroundings.
5. Fill holes, decompact soils at the direction of the Owner, smooth and contour the ground to landscape ready condition.

Davis Bacon Wages

Davis Bacon Wages Apply to this contract. The winning contractor will adhere to the Davis Bacon rules and comply and submit all necessary paperwork and certified payroll to the Yakama Nation upon completion of the contract.

Consistent Satisfactory Progress

Consistent satisfactory progress in construction of this project will be required. Satisfactory progress will be measured by both the quality and quantity of work. If for any reason no work is performed for a period of 10 consecutive days, the contractor may be given a notice of contract cancellation. Consistent satisfactory progress will also be determined by the contractor's demonstrated ability to perform all work tasks described in Exhibit D within the permitted in-water work windows. If it appears that the

contractor is unable to complete the project tasks within the permitting work window the contractor may be given a notice of contract cancellation. The Owner's Designated Representatives will monitor progress closely.

Project Timeline and Construction Hours

In-water work window will be from July 16-31, 2014. Equipment will need to be mobilized prior to the commencement of the in-water work. Additionally, all site prep, movement of materials to each project location, and other project prep will be done prior to the in-water work window. In-water construction should be completed on or before the end of the approved in-water window of July 31, 2014. Construction site will be cleaned up in a manner satisfactory to the Designated Representatives.

Construction time will generally be from an hour after sunrise to an hour before sunset to be in compliance with local ordinances.

Fish Removal

In-water construction activities will require fish removal of all isolated in-water work sites. Fish removal will be conducted in a timely manner by the Owner's Designated Representatives and the time taken to implement proper fish removal protocols will be considered incidental to the contractor's work tasks.

Standby Time

The contractor shall notify the Owner in advance of any intent to charge for standby time. Prior to invoicing for any standby time, the contractor must receive notice in writing from the Owner's Designated Representatives that standby time is an applicable charge due to construction halting events related to environmental or permitting conditions outside of the control of the Owner or the Contractor. Standby time will be calculated at the daily rate per piece of equipment as per the Contractors bid price. Standby time charges will only apply to full work days where construction activities are not possible and will not be pro-rated by partial work days or hours on standby.

Dust Abatement

Contractor will provide dust abatement as per County and Local ordinances.

Fire Suppression

The contractor will be familiar with and prepared for the requirements associated with IFPL Levels II & III and the restrictions associated with those.

Road Signage

The Contractor will observe all road signage regulations regardless of the project location and **as per Exhibit D if applicable.**

Utilities Location

The Contractor will locate all utilities prior to any excavation.

Communication with Landowners

The Contractor expressly agrees that Contractor and his staff will not communicate with the Landowner in any manner, whether it be in regard to the project or otherwise, without express permission from, or the presence of the Designated Representative.

Exclusivity

During the term of this Agreement, including time taken for mobilization and demobilization of construction equipment, Contractor shall not conduct any work on the property designated in this Agreement unless so directed by the Designated Representative. Contractor shall require in all contracts with subcontractors that subcontractors not conduct any work on the property designated in this Agreement unless so directed by the Designated Representative. Any additional work conducted on the property designated in this Agreement by Contractor without the express consent of the Designated Representative shall constitute a material breach of this Agreement, thereby relieving the Yakama Nation from all payment obligations to the Contractor.